



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

April 15, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

36 April 15, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

DONATION AGREEMENT WITH SOCAL CRUSHING INC. (SUPERVISORIAL DISTRICT 3) (3 VOTES)

SUBJECT

This action is to execute a Donation Agreement with SoCal Crushing Inc., for the gratis donation of a minimum of 30,000 cubic yards of crushed miscellaneous base material.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

Authorize the Director of Public Works or her designee, acting as Chief Engineer of the Los Angeles County Flood Control District, to enter into a Donation Agreement with SoCal Crushing Inc., for their donation of crushed miscellaneous base for use by the Los Angeles County Flood Control District.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

SoCal Crushing Inc. (SoCal Crushing), is a cement crushing and recycling company that produces certified crushed miscellaneous base material to be used for various construction projects. The company has been contracted by Over and Over Ready Mix Inc. (Over and Over), to crush and dispose of cement waste material produced at Over and Over's plant located at 8216 Tujunga Avenue, Sun Valley, California 91352, adjacent to the site of the Rory M. Shaw Wetlands Park Project (a.k.a. Strathern Wetlands Park Project). SoCal Crushing is currently producing crushed miscellaneous base material at Over and Over's plant and is willing to deliver a minimum of 30,000 cubic yards of crushed miscellaneous base to the Rory M. Shaw Wetlands Park Project site, gratis. The donated material will be used for Los Angeles County Flood Control District (LACFCD) projects,

including those in the Sun Valley Watershed Management Plan.

The purpose of the recommended action is to authorize the Director of Public Works or her designee, on behalf of the LACFCD, to execute the enclosed Donation Agreement with SoCal Crushing for the gratis delivery of a minimum of 30,000 cubic yards of crushed miscellaneous base material to the Rory M. Shaw Wetlands Park Project site.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Fiscal Sustainability (Goal 2) and Integrated Services Delivery (Goal 3) to effectively leverage our resources by developing stakeholder partnerships and identifying and implementing opportunities for streamlining resource allocation.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The LACFCD is authorized to accept the gratis donation of the material pursuant to Sections 2 and 16 of the Los Angeles County Flood Control Act.

Section 2, Subsection 4, authorizes the LACFCD "to take by . . . gift . . . real or personal property of every kind within or without the district necessary to the full exercise of its power."

Section 16, subsection (b) provides that "the board of supervisors [of the FCD] shall have power to . . . acquire either within or without the boundaries of the district, by . . . donation . . . in the name of the district, from private persons [or] corporations, . . . all lands, rights-of-way, easements, property or materials necessary or useful for carrying out any of the purposes of this act."

The enclosed Agreement has been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

On June 29, 2004, Agenda Item No. 108, the Board approved the Program Environmental Impact Report (PEIR) for the Sun Valley Watershed Management Plan. The PEIR found that on the basis of the whole record before the Board that the significant adverse effects have either been reduced to an acceptable level or are outweighed by the specific considerations of the project as outlined in the Findings of Fact and Statement of Overriding Considerations in accordance with the provisions of the California Environmental Quality Act.

In addition, on October 8, 2013, Agenda Item No. 63, the Board certified an Addendum to the PEIR that evaluated the project specific impacts of the Rory M. Shaw Wetlands Park Project, including excavation and fill to construct the wetlands. The recommended action is within the scope of the previously certified Environmental Impact Report and Addendum.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact to current services.

CONCLUSION

Please return one adopted copy of this letter and an executed copy of the Agreement to the Department of Public Works, Watershed Management Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:GH:sw

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

**AGREEMENT NO. _____ BY AND BETWEEN
SOCAL CRUSHING INCORPORATED AND THE
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
FOR THE DONATION OF CRUSHED MISCELLANEOUS BASE**

This Donation Agreement is made, entered into, and executed as of this _____ day of _____, 2014, by and between the Los Angeles County Flood Control District, a body corporate and politic (hereinafter referred to as the LACFCD) and SoCal Crushing Incorporated (hereinafter referred to as DONOR), a corporation, with its principal place of business at 305 Newbury Lane, Newbury Park, California 91320.

WITNESSETH

WHEREAS, according to Article 5.8 in the "Crushing Operation Agreement," executed by Over and Over Ready Mix and DONOR on February 13, 2013, DONOR is authorized to provide Crushed Miscellaneous Base Material (hereinafter referred to as MATERIAL) to LACFCD or any other entity whether for compensation or gratis; and

WHEREAS, DONOR currently has a stockpile of MATERIAL located at the Over and Over Ready Mix Property located at 8216 Tujunga Avenue, Sun Valley, California 91352 (hereinafter referred to as REMOVAL SITE); and

WHEREAS, the LACFCD is the sole owner of Assessor Parcel No. 2314-001-901, known as the Sun Valley Watershed – Strathern Wetlands Park (hereinafter referred to as STRATHERN SITE), located at 8175 Fair Avenue, Los Angeles, California 91352, adjacent to the REMOVAL SITE; and

WHEREAS, DONOR desires to donate MATERIAL to LACFCD; and

WHEREAS, LACFCD is willing to accept the donation of the MATERIAL under the terms and conditions set forth herein below;

NOW, THEREFORE, in consideration of the promises conditions, covenants, and warranties herein contained, LACFCD and DONOR hereby agree as follows:

SECTION I

DONOR AGREES:

- A. To donate, convey, and transfer to LACFCD a minimum of 30,000 cubic yards of MATERIAL, gratis.
- B. To deliver MATERIAL in units of 10,000 cubic yards, unless otherwise agreed to by LACFCD.
 - 1. The quality of all MATERIAL shall conform to Section 26-1.02B of the 2010 State of California Standard Specifications.

2. MATERIAL shall also conform to the standards described in the Imported Backfill portion of Section 300 of Additions And Amendments To The Standard Specifications For Public Works Construction (Greybook), 2006 Edition.
- C. To contact LACFCD before delivery of each unit of MATERIAL and grant LACFCD access to MATERIAL at the REMOVAL SITE to collect samples and perform gradation, degradation, and environmental testing prior to delivery of each unit of MATERIAL, as deemed necessary by LACFCD in its reasonable discretion.
- D. To deliver and place MATERIAL in the designated area of the STRATHERN SITE, as outlined in Exhibit A, enclosed hereto and made a part hereof (DESIGNATED AREA), in accordance with LACFCD instructions, at no cost to LACFCD.
- E. To provide a certificate for every unit of MATERIAL delivered to the DESIGNATED AREA that certifies the MATERIAL conforms to Section 26-1.02B of the 2010 State of California Standard Specifications.
- F. To indemnify, defend, and hold harmless LACFCD, the County of Los Angeles and their respective elected and appointed officers, employees, and agents (LACFCD Indemnitees) from and against any and all liability, including, but not limited to, claims, demands, actions, damages, fees, costs, and expenses (including attorney and expert witness fees) arising from or caused by (1) the delivery or placement of MATERIAL pursuant to this Donation Agreement; or (2) the breach of any of DONOR's obligations under this Donation Agreement, except to the extent that such liability is caused by the active negligence or willful misconduct of LACFCD Indemnitees.

SECTION II

LACFCD AGREES:

- A. To accept the donation, conveyance, and transfer of a minimum of 30,000 cubic yards of MATERIAL from DONOR.
- B. To provide access to the STRATHERN SITE for the delivery of MATERIAL to the DESIGNATED AREA.
- C. Upon acceptance of the delivery and placement of each unit of MATERIAL to indemnify, defend, and hold harmless DONOR and its officers, employees, and agents (Donor Indemnitees), from and against any and all liability, including but not limited to, claims, demands, actions, damages, fees, costs, and expenses (including attorney and expert witness fees) arising from or caused by the subsequent use of that unit of MATERIAL by

LACFCD; except to the extent that such liability is caused by (1) the negligence or willful misconduct of Donor Indemnitees; or (2) the breach of any of DONOR's obligations under this Donation Agreement.

SECTION III

IT IS MUTUALLY UNDERSTOOD AND AGREED:

- A. LACFCD and DONOR shall have no financial obligation to each other under this Agreement, except as herein expressly provided.
- B. This Agreement shall be effective on date it is executed by the last party to sign and will expire by its own operation five (5) years after execution, unless sooner terminated by mutual written agreement by all parties. All work described in Sections I and II above, shall be completed prior to the expiration of this Agreement.
- C. Both parties acknowledge and agree that each was represented by legal counsel during the negotiation and execution of this Agreement. Both parties agree that in any action to enforce the terms of this Agreement, each party shall be responsible for its own attorneys' fees and costs.
- D. This Agreement shall be construed in accordance with and governed by the laws of the State of California.
- E. Neither Party hereto shall assign any rights or delegate any duties hereunder without the prior written consent of the other Party. This Agreement shall be binding on and inure to the benefit of the successors and permitted assigns of the Parties.

SECTION IV

NOTICES:

All notices provided under this Agreement must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either (1) personally delivered to the address indicated below, (2) on the third business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or at any U.S. Post Office, or (3) on the date of transmission by facsimile to the facsimile number provided below. All notices, demands, or requests shall be addressed to the following:

DONOR: Mr. Ari Asher
Chief Executive Officer
Southern California Crushing Incorporated
305 Newbury Lane
Newbury Park, CA 91320

LACFCD: Mr. Cung Nguyen
County of Los Angeles
Department of Public Works
Watershed Management Division, 11th Floor
P.O. Box 1460
Alhambra, CA 91802-1460

[illegible]

IN WITNESS WHEREOF, the parties hereto have caused this DONATION AGREEMENT to be executed by their respective officers, duly authorized.

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT,
a body corporate and politic

By _____
Chief Engineer

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By  _____
Deputy

SOCAL CRUSHING INCORPORATED

By  _____
Ari Asher
Chief Executive Officer

CW:sw

P:\wmpub\Secretarial\2014 Documents\Board Letters\SOCAL\SOCAL Enc.doc